Preparer's Name, Telephone #, and E-Mail Address:
Kathy Williams, 515-2095, kwilliams@agingcommission.org
DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
Older Americans Act(OAA III-B) - Homemaker & Personal Care
NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING: Meritan, Inc., 4700 Poplar Avenue, Suite 100, Memphis, TN 38117
VENDOR NO./FED. ID NO. Vendor No. 63786
COST OF ITEM OR SERVICE REQUESTED: \$50,000
TERM OF PROPOSED CONTRACT/AGREEMENT: July 01,2008 - June 30,2009
FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
410-481737-6601 = \$50,000.00
COMMODITY CODE: VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE): **PLEASE ATTACH APPROVAL DOCUMENTS**
a. X Bid/RFP Process - # & Date February 2008 b. Emergency/Sole Source
LOSB/MBE INFORMATION: Please check the appropriate description
LOSB/MBE INFORMATION: Please check the appropriate description MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE) LOSB (LOCALLY OWNED SMALL BUSINESS)
MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE)
MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE) LOSB (LOCALLY OWNED SMALL BUSINESS) ANNUAL SALES DOES NOT EXCEED \$3 MILLION
MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE) LOSB (LOCALLY OWNED SMALL BUSINESS) ANNUAL SALES DOES NOT EXCEED \$3 MILLION X N/A
MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE) LOSB (LOCALLY OWNED SMALL BUSINESS) ANNUAL SALES DOES NOT EXCEED \$3 MILLION X N/A SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

	Department Requesting Services: Aging Commission of the Mid-South			
	Preparer's Name, Telephone #, and E-Mail Address:			
	Kathy Williams, 515-2095, kwilliams@agingcommission.org			
	DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:			
	Family Caregiver (FCG III-E) - Homemaker Respite / Personal Care			
	Respite / Adult Care / Sitter			
	NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:			
	Meritan, Inc. 4700 Poplar Avenue, Suite 100, Memphis, TN 38117			
	VENDOR NO./FED. ID NO. Vendor No. 63786			
	COST OF ITEM OR SERVICE REQUESTED: \$98,500			
	TERM OF PROPOSED CONTRACT/AGREEMENT: July 01, 2008 - June 30, 2009			
	FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**			
	410-481741-6601 = \$98,500			
	COMMODITY CODE:			
	VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE): **PLEASE ATTACH APPROVAL DOCUMENTS**			
	a. X Bid/RFP Process - # & Date February 2008 b Emergency/Sole Source			
	LOSB/MBE INFORMATION: Please check the appropriate description			
	MBE (MINORITY OWNED BUSINESS ENTERPRISE)			
	WBE (WOMEN OWNED BUSINESS ENTERPRISE)			
	LOSB (LOCALLY OWNED SMALL BUSINESS) ANNUAL SALES DOES NOT EXCEED \$3 MILLION			
	X N/A			
	SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS) CA081263			
ΙE	WED AND APPROVED BY: DEPARTMENT HEAD DATE			
	X 200 08/25/08			
	DIVISION DIRECTOR DATE			

1.	Department Requesting Services: Aging Commission of the Mid-South
2.	Preparer's Name, Telephone #, and E-Mail Address:
	Kathy Williams, 515-2095, kwilliams@agingcommission.org
3.	DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
	Options - Homemaker and Personal Care
4.	NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING: Meritan, Inc., 4700 Poplar Avenue, Suite 100, Memphis, TN 38117
	VENDOR NO./FED. ID NO. Vendor No. 63786
5.	COST OF ITEM OR SERVICE REQUESTED: \$140,000.00
6.	TERM OF PROPOSED CONTRACT/AGREEMENT: July 01,2008 - June 30,2009
7.	FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
	585-481763-6601 = \$140,000
8.	COMMODITY CODE:
9.	VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE): **PLEASE ATTACH APPROVAL DOCUMENTS**
	a. X Bid/RFP Process - # & Date February 2008 b. Emergency/Sole Source
10.	LOSB/MBE INFORMATION: Please check the appropriate description
	MBE (MINORITY OWNED BUSINESS ENTERPRISE) MALE FEMALE WBE (WOMEN OWNED BUSINESS ENTERPRISE) LOSB (LOCALLY OWNED SMALL BUSINESS) ANNUAL SALES DOES NOT EXCEED \$3 MILLION X N/A
11.	SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS) CA081263
REVIE	WED AND APPROVED BY: DEPARTMENT HEAD D

Department Requesting Services: Aging Commission of the Mid-South
Preparer's Name, Telephone #, and E-Mail Address:
Kathy Williams, 515-2095, kwilliams@agingcommission.org
DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:
State - Homemaker
NAME, ADDRESS, VENDOR NUMBER, SOCIAL SECURITY NUMBER, AND/OR FEDERAL I.D. NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:
Meritan, Inc., 4700 Poplar Avenue, Suite
100. Memphis, TN 38117
VENDOR NO./FED. ID NO. Vendor No. 63786
COST OF ITEM OR SERVICE REQUESTED: \$51,000
TERM OF PROPOSED CONTRACT/AGREEMENT: July 01,2008 - June 30,2009
FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) **FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH**
<u>585-481766-6601 = \$51,000</u>
COMMODITY CODE:
VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE): **PLEASE ATTACH APPROVAL DOCUMENTS**
a. X Bid/RFP Process - # & Date February 2008 b. Emergency/Sole Source
LOSB/MBE INFORMATION: Please check the appropriate description
MBE (MINORITY OWNED BUSINESS ENTERPRISE)
WBE (WOMEN OWNED BUSINESS ENTERPRISE)
LOSB (LOCALLY OWNED SMALL BUSINESS)
ANNUAL SALES DOES NOT EXCEED \$3 MILLION
X N/A
SPECIAL INSRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)
CA081263
EWED AND APPROVED BY:
DEPAREMENT HEAD DATE
De 08/25/08

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS. This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

NOT APPLICABLE

NAME
Meritan, Inc.
DATE OF GRATUITY
NATURE AND PURPOSE OF THE GRATUITY
NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILYMEMBER® WHO RECEIVED THE GRATUITY®
NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY
ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY



7.	DESCRIPTION OF THE GRATUITY			
8.	COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)			
9.	The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.			
Signa Print I	Savid Poteat			

Amendment #5 to Agreement

WHEREAS, the parties hereto have previously executed an agreement on July 1, 2005 and

WHEREAS, the parties desire to amend said agreement as described in the attached proposal and,

WHEREAS, the parties desire to amend said agreement to adjust contractual obligations by making the following changes:

Replace Cover Sheet, Page 1, "Contract for Service:"

Updated "Directoy."

Deleted Assistive Technology & Pest Control from the Family Caregiver Program.

Deleted Assistive Technology from the Options Program.

Amended Contract Period to July 1, 2008 through June 30, 2009.

Replace Page 2 of 13:

Revised § A.1.

Amended § B.1., "Contract Term" effective for the period commencing on July 1, 2008 and ending on June 30, 2009.

Replace Page 3 of 13:

Revised § C.1., "Payment Terms and Conditions" by inserting the "FY09" Unit Cost and Reimbursement Rates.

Replace Page 5 of 13:

Revised § D.3., deleted § D.3.a. and § D.3.b.

Revise Page 7 or 13, § E.2.:

Under The <u>Agency</u>: Replace Kathleen Spears, Ph.D. as Executive Director with Dora L. Ivey, Executive Director.

Replace Attachment I "Scope of Work"

Contract Administrator/Assistant County Attorney

NOW, THEREFORE, in consideration of the premises, parties hereto agree that the agreement dated July 1, 2005 be and is hereby amended in the manner stated above, and further agree that all other provisions of the agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

PROVIDER: MERITAN, INC.
De borah H. Comey DATE: July 1. 2018
Deborah H. Cotney, President/CEO
DATE: chuly 9000
Spencer Wilson, Chairman Before me, a Notary Public duly qualified in and for the State of M, County of Stelly,
Before me, a Notary Public duly qualified in and for the Blate of 1, country of 5, country of 1, cou
personally appeared Deborah H. Cotney and Spence Wilton Ir.
and executed the foregoing instrument for the purposes therein contained.
Witness my hand and seal this day of July 2008
Along Curtarfor
Notary Public $9-17-08$ My Commission expires $9-17-08$
AGENCY: AGING COMMISSION OF THE MID-SOUTH (Area Agency on Aging)
DATE: 7/2/08 / Dec / De DATE: 7/2/08
Dora L. Ivey, Executive Director Rhea Taylor, Chairman
APPROVED AS TO FORM AND LEGALITY: SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor

Aging Commission of the Mid-South

Contract for Service

Contract Summary

PART A

Scope of Services

PART B

Contract Term

PART C

Payment Terms and Conditions

PART D

Standard Terms and Conditions

PART E

Special Terms and Conditions

PART F

Signatures

AGENCY:

Aging Commission of the Mid-South

PROVIDER:

Meritan, Inc.

Director/Title:

Deborah Cotney/ President

Address:

4700 Poplar Avenue, Suite 100

City/State/Zip:

Memphis, TN 38117

Mailing Address:

See Above

E-Mail:

carlabaker@meritan.org

Phone No.:

901/766-0600

Fax No.:

901/766-0699

Supervisor Responsible for this Service Contract:

Carla Baker, RN

SERVICE NAME(S):

Family Caregiver Program: Homemaker, Personal Care,

Adult Care/Sitter

Older Americans Act:

Homemaker and Personal Care

Options Program:

Homemaker and Personal Care

GEOGRAPHICAL AREAS: Shelby County

CONTRACT PERIOD:

July 1, 2008 through June 30, 2009

CONTRACT AGREEMENT BETWEEN AGING COMMISSION OF THE MID-SOUTH AND MERITAN, INC.

This Contract, by and between the Aging Commission of the Mid-South (Area Agency on Aging and Disability), hereinafter referred to as the "<u>Agency</u>," and Meritan, Inc. hereinafter referred to as the "<u>Provider</u>," is for the provision of services and activities, as described in §A. SCOPE OF SERVICES, Attachment 1 "Scope of Work," Attachment 2 "Service Descriptions," and Attachment 3, "Rate Schedule."

The Provider is a Non-Profit Corporation.

The <u>Provider's</u> place of incorporation or organization is the State of Tennessee.

A. SCOPE OF SERVICES:

- A.1. Upon acceptance of an authorization from the <u>Agency</u>, the <u>Provider</u> will provide the following services in accordance with the authorization: Family Caregiver Program: Homemaker, Personal Care, Adult Care/Sitter (1-hour). Older Americans Act: Homemaker, Personal Care. Options Program: Homemaker, Personal Care. The <u>Agency</u> will reimburse the <u>Provider</u> at a negotiated rate as defined in §C.1. for the provision of authorized services. The <u>Agency</u> will screen and assess individuals to determine their need for home and community based services as funded under the Older Americans Act, the National Family Caregiver Support Program, and the Options Program. Services will be offered by the <u>Provider</u> in accordance with this contract and all attachments incorporated by reference. Approved services are outlined in the Scope of Work as Attachment 1, and are incorporated herein by reference. Descriptions of all services to be provided under this contract are included as Attachment 2, and are incorporated herein by reference. If any approved services require a schedule of rates for individual items, that schedule is included as Attachment 3 and is incorporated herein by reference.
- A.2. In the "Scope of Work", Attachment 1, reference to "Applicant Agency" should be read as *Provider*.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2008, and ending on June 30, 2009. The <u>Agency</u> shall have no obligation for services rendered by the <u>Provider</u> which are not performed within the specified period thereof.
- B.2. Term Extension. The <u>Agency</u> reserves the right to extend this Contract for an additional twelve (12) months, provided that the <u>Agency</u> notifies the <u>Provider</u> in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract executed by a duly authorized official of the <u>Agency</u> and the <u>Provider</u>. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the <u>Agency's</u> maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the amended contract.
- B.3. Option to Renew. The parties shall have the option to renew said Contract for three additional one-year terms, upon mutual written agreement of the parties.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the <u>Agency</u> under this Contract exceed the Reimbursement Rates herein for units of service authorized by the <u>Agency</u>. The <u>Provider</u> shall invoice the Agency monthly and shall be compensated for services rendered in accordance with an Agency-provided Service Authorization based upon the following rate(s)/unit(s) as further described in Attachment 2, Service Descriptions:

	FY 09 UNIT COST & REIMBURSEMENT RATES		
Activity	Match Requirement	Unit Goet	Reimbursement (Unit Cont Less Match Requirement)
FAMILY CAREGIVER PROGRAM			
Counseling			
Individual (1 hour)	25%		
Support Groups (1 hour)	25%		
Caregiver Training (1 session)*	25%		
INFORMATION SERVICES		·	
RESPITE SERVICES, IN-HOME			
Personal Care (1 hour)	25%	20.52	15.39
Homemaker (1 hour)	25%	20.44	15.33
Adult Care/Sitter (1 hour)	25%	19.54	14.66
Relative Caregiver Services/Childcare	25%		
RESPITE SERVICES, OUT-OF-HOME			
Adult Day Care (1 hour)	25%		
Institutional Respite (overnight, up to 24 hours)	25%		
SUPPLEMENTAL SERVICES			
Assistive Technology (1 purchase)	25%		1
Glasses/Hearing Aids	25%		1
Room Monitors	25%		
Smoke & Carbon Detectors	25%		
Non-Skid Strips	25%		
Door Alarms	25%		
Food Supplements (1 case of 24 units)	25%		
Home-Delivered Meals (1 meal)	25%		
Home Modifications/Repairs (1 repair)	25%		
Medical Equipment/Supplies (1 purchase)	25%		<u> </u>
Personal Emergency Response System (installation,	25%		
monthly fee)		* 2	<u> </u>
Pest Control	25%		
Mosquito Control	25%		

OLDER AMERICANS ACT			
REGISTERED SERVICES			
Adult Day Care (1 hour)	20%		
Congregate Meals (1 meal)	20%		
Home-Delivered Meals (1 meal)	20%		4500
Homemaker (1 hour)	20%	20,44	16.35
Nutritional Counseling (1 contact)	20%		
Personal Care (1 hour)	20%	20.52	16.42
Non-Registered Services (Cluster3)			
Transportation (1 one-way trip)	20%		

OPTIONS PROGRAM			
Home-Delivered Meals (1 meal)	0%		
Homemaker (1 hour)	0%	20.44	20.44
Personal Care (1 hour)	0%	20,52	20.52

C.8. HIPAA Compliance. Provider warrants to the Agency that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Provider warrants that it will cooperate with the Agency in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with Agency privacy officials and other compliance officers required by HIPAA and its regulations. Provider will sign any documents that are reasonably necessary to keep the Agency and the Provider in compliance with HIPAA, including but not limited to business associate agreements.

D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The <u>Agency</u> is not bound by this Contract until it is approved by the appropriate officials in accordance with applicable Tennessee State laws and regulations.
- D.2. <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment executed by all parties hereto.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least (90) days before the effective date of termination. Should either party exercise this provision, the <u>Provider</u> shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the <u>Agency</u> be liable to the <u>Provider</u> for any service which has not been rendered. The final decision as to the amount, for which the <u>Agency</u> is liable, shall be determined by the <u>Agency</u>. In the event of disagreement, the <u>Provider</u> may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. <u>Termination for Cause</u>. If the <u>Provider</u> fails to properly perform its obligations under this Contract in a timely or proper manner, or if the <u>Provider</u> violates any terms of this Contract, the <u>Agency</u> shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the <u>Provider</u> shall not be relieved of liability to the <u>Agency</u> for damages sustained by virtue of any breach of this Contract by the <u>Provider</u>.
- D.5. <u>Subcontracting</u>. The <u>Provider</u> shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the <u>Agency</u>. If such subcontracts are approved by the <u>Agency</u>, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.).

Notwithstanding any use of approved subcontractees, the <u>Provider</u> shall be the prime contractee and shall be responsible for all work performed.

D.6. Conflicts of Interest. The <u>Provider</u> warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the <u>Agency</u> or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractee, or consultant to the <u>Provider</u> in connection with any work contemplated or performed relative to this Contract.

ATTACHMENT 1 SCOPE OF WORK

ging Commission of the Mid-South, Area Agency PPLICANT AGENCY:	On Aging And Disability
A. SUMMARY OF DIRECT SERVICE ACTIVITIES Check services to be provided:	
FAMILY CAREGIVER PROGRAM	OLDER AMERICANS ACT
COUNSELING Individual (1 hour) Support Groups (1 hour) INFORMATION SERVICES Group Information (1 session) RESPITE SERVICES, IN-HOME Personal Care (1 hour) Homemaker (1 hour) Adult Care/Sitter (1 hour)	Adult Day Care (1 hour) Homemaker (1 hour) Personal Care (1 hour) Congregate Meals (1 meal) Home-Delivered Meals (1 meal) Nutritional Counseling (1 contact) Nutritional Screening & Education Transportation (1 one-way trip) Medication Management, Screening, &
RESPITE SERVICES, OUT-OF-HOME Adult Day Care (1 hour)	Education (1 hour) Home Modification/Repair (1 repair) Personal Emergency Response System
OTHER SERVICES Assistive Technology (1 purchase) Food Supplements (1 case of 24 units) Home-Delivered Meals (1 meal) Home Modifications/Repairs (1 repair) Medical Equipment/Supplies (1 purchase)	
Personal Emergency Response System Pest Control OPTIONS PROGRAM	
Home-Delivered Meals (1 meal) Homemaker (1 hour) Personal Care (1 hour)	and provided the state of the s

(All services may not be available within each Area Agency on Aging and Disability. If you have questions about particular service availability, please contact the AAAD.)

*A Personal Support Services Agency license from the State of Tennessee Department of Mental Health and developmental Disabilities is required for any agency that provides an in-home personal service. This includes homemaker and personal care services.